

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040327728		PAGE OF 1 15	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER R17PS00722		6. SOLICITATION ISSUE DATE 04/06/2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kathleen Gross			b. TELEPHONE NUMBER (No collect calls) (307) 261-5619		8. OFFER DUE DATE/LOCAL TIME 04/12/2017 1800 ET
9. ISSUED BY		CODE	R66	10. THIS ACQUISITION IS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR:	
Bureau of Reclamation Great Plains Region Wyoming Area Office PO Box 1630 Mills WY 82644				<input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
						NAICS: 811219	
						SIZE STANDARD: \$20.5	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE	0009910063	16. ADMINISTERED BY		CODE	
Bureau of Reclamation-GP-MTAO Montana Area Office 2900 4th Avenue North, 5th Floor Billings MT 59101				Bureau of Reclamation Great Plains Region Wyoming Area Office PO Box 1630 Mills WY 82644			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Monthly Calibration Includes inspection, maintenance and cleaning, and monthly certification status on each monitor in accordance with Performance Work Statement. Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Chandler Worley			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00020	<p>Parts and Service for Maintenance Includes sensor replacements (parts and labor), calibration gas cylinders, batteries and sundries in accordance with Performance Work Statement.</p> <p>SOURCES SOUGHT</p> <p>NAICS 811219. Size standard \$25.5M</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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C – PERFORMANCE WORK STATEMENT (PWS)

Montana Area Office (MTAO), Bureau of Reclamation (BOR), Billings, MT
Gas Detection Equipment Maintenance Contract

1.0 SCOPE**1.1 OBJECTIVE**

The objective of this contract is to acquire contractor services to provide on-site manufacturer recommended calibration and replacement of parts (including labor and materials) for the four Industrial Scientific Ventis MX4 Gas Monitors owned by the Montana Area Office (MTAO) in Billings MT.

Contract will be awarded for a base year plus four optional years.

1.2 BACKGROUND

The Facility O&M Division uses as detection instruments at various locations throughout Montana which must be calibrated, inspected and certified on a monthly bases to support the MTAO Confined Space Program. In addition, these instruments require replacement of sensors according to manufacturer's recommendations and periodically when failed as well as replacement of other consumable replacement parts to maintain the performance and accuracy of these instruments. Other locations also have this model of gas monitoring instruments that may require service or parts from time to time.

2.0 REFERENCES - The following list of documents are required in the performance of this contract:

Number	Title and Edition	Date	Source
17152357-1	Ventis MX4 Product Manual Version 12	2015	Industrial Scientific

3.0 TASKS

The contractor shall perform the following tasks:

- Contractor to perform calibration and minor maintenance at MTAO, 2900 4th Ave N. Billings MT 59101.
- Contractor to call to schedule to perform the requirements of this contract. POC Gail Chopp 247-7301, alt POC Jodi George 247-7295
- Contractor to perform calibration and minor maintenance on included monitors at contractor's facility if not available at MTAO during visit, delivered and picked up by bureau personnel.
- Provide full calibration certification services (monthly) for 3 Industrial Scientific Ventis MX4 gas detection instruments.
- Provide inspection, maintenance and cleaning of the monitors during calibrations as needed or recommended by the manufacturer.
- Provide materials and labor to replace sensors and other consumables as needed and at an interval required by the manufacturer.
- Contractor to provide all materials - including sensors - required by this contract.
- Contractor not responsible for damage or abuse from BOR personnel to monitors.
- Provide a monthly certification status report on 3 gas monitoring instruments.
- Report damage, abuse or repairs beyond the scope of this contract to MTAO personnel immediately.
- Equitable adjustment to the contract amount to be made if the number of gas monitoring instruments calibrated monthly is reduced or increased.
- Provide contract pricing for replacement sensors (for monitors from outside of the Billings office), sensor replacement labor, calibration gas cylinders, batteries and sundries.

4.0 **PERFORMANCE REQUIREMENTS SUMMARY**

Task No.	Task Description	Performance Indicator	Performance Standard	Minimum Acceptable Quality Level
1.	Provide full calibration certification services (monthly) for 3 Industrial Scientific Ventis MX4 gas detection instruments at MTAO site.	Gas monitors are calibrated and certified ready for use once per month.	Calibration is performed monthly to the corresponding week of the last calibration. Contractor not responsible if one or more instruments is out in the field.	Deviation of 3 business days before or after the corresponding week of previous month's calibration. Coordination to accomplish as many calibrations as possible.
2.	Provide full calibration certification services for detection instruments brought to the contractor's site when item not available during contractors scheduled maintenance at MTAO site.	Gas monitors are calibrated and certified ready for use once per month.	Instruments delivered by MTAO personnel are calibrated and certified and ready for pick-up within one week.	Deviation of one extra day.
3.	Provide inspection, maintenance and cleaning of the gas monitors during calibrations as needed or recommended by the manufacturer.	Gas monitors to be clean and all parts serviceable at time of completion of calibration.	Gas monitor free of dirt and debris utilizing technique recommended by manufacturer.	Exterior dirt free and sensor ports clear.
4.	Provide new sensors as required by manufacturer due to shelf life or calibration.	Gas Monitors calibrated with monitor indicating 60% span reserve or greater remaining.	Sensors calibrated with 60% span reserve or greater remaining.	100% of sensors indicate 60% span reserve or greater.
5.	Provide written/printed monthly certification status report on each monitor.	Reports provided within 3 days after calibration is complete.	Monthly status report for each monitor provided including sensor reserve of each monitor calibrated.	Report provided to MTAO within 3 days with maximum 2 day deviation beyond 3 days.

5.0 DATA AND REPORTS - The contractor shall provide the following data and reports as follows:

Item No.	Description	Content	Format	Medium	Delivery
1.	Provide written/printed monthly certification status report on each monitor.	Refer to each Gas Monitor by serial Number, date of calibration, calibration results, calibration pass or fail, name and contact information of technician.	Format to be contractor's choice.	May be provided in printed or electronic form.	Delivered to MTAO Property Department, c/o Gail Chopp, gchopp@usbr.gov Ph. 406-247-7301

6.0 DELIVERABLES - The contractor shall submit the following reports in accordance with paragraph 5.0, "DATA AND REPORTS":

- Refer to each Gas Monitor by serial Number, date of calibration, calibration results, calibration pass or fail, name and contact information of technician.
- Additional pertinent data deemed necessary by the contractor.

G - CONTRACT ADMINISTRATION DATA

G.1	DOI- AAP- 0028	DOI ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP)	APR 2013
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Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Prior to submission of any invoices to the IPP, the Contractor shall send a draft invoice to kgross@usbr.gov for pre-approval by the Government.

The Contract Specialist/Contracting Officer will send the Contractor an e-mail with the pre-approved invoice for submission and uploading to IPP.

The Contractor is required to submit the Invoice with Government's approval as an attachment. Invoices submitted without this attachment will be rejected.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.
(End of Local Clause)

G.2	GP-3	CONTRACTOR'S ADMINISTRATION PERSONNEL	NOV 2009
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Offerors are requested to designate a person who will be in charge of overall administration of this contract

Name: _____
Title: _____
Address: _____
City, State, and Zip: _____
Telephone: _____
Fax: _____
E-Mail Address: _____

H – SPECIAL CONTRACT REQUIREMENTS

H.1	GP-7	SITE SECURITY	FEB 2004
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(a) At least 10 days prior to arriving at the worksite, the contractor shall submit a list to the Contracting Officer's Representative (COR) of the names of all contractor employees that will be on-site initially. Additional employee names must be provided to COR prior to additional employees arriving on-site. The list(s) must include a legible photocopy of each employee's driver's license. In the absence of a driver's license, provide an alternate source of official identification that includes: First, Middle, Last Name; date and place of birth; and place of residence. All contractor employees must be U.S. citizens or have a valid Immigrant Visa Number, Permanent Resident Card, or Resident Alien Card authorizing them to work in the U.S.

(b) The contractor is hereby notified of the following: The Government may perform background checks on any or all workers. If the Government performs background checks, workers shall be required to submit additional personal and work history information. The Government may deny access to any worker at any time, based on information discovered during the background check. Information related to criminal matters (e.g., outstanding arrest warrants) that is discovered during a background check will be reported to the appropriate authorities.

(c) At least 10 days prior to arriving at the worksite, the contractor shall submit an initial list to COR of all contractor vehicles to be brought to the worksite. A supplemental list shall be provided to COR before additional vehicles are brought on-site. For each vehicle the list shall include the year, make, model, and color; and license plate numbers and state of issuance when applicable.

(d) Reclamation will provide keys and/or locks to gates and doors, etc. as necessary for contractor personnel to access points within the scope of this project. Any duplication of keys or substitution of locks is strictly prohibited. Contractor shall be accountable to secure and return all keys and/or locks provided by the Government, and shall immediately notify the COR of the loss or misplacement of any provided key and/or lock.

(e) All drawings, plans, and other sensitive documents issued to the contractor shall remain under their direct control at all times. These sensitive documents shall not be reproduced or copied or further distributed without approval from COR.

(f) All firearms and dangerous weapons are prohibited in Federal facilities for all persons not specifically authorized by Title 18, United States Code, Section 930. A license to carry a concealed firearm issued under state law is not an exception to this prohibition. This prohibition shall apply to all areas within the construction worksite and contractor use area.

(g) In case of an emergency situation, the contractor shall follow emergency instructions provided by COR.

(h) Unless exempted by COR, the contractor shall comply with all security requirements already in place at the site, i.e., those security requirements that have been adopted as standard operating procedures at the site.

(i) The contractor shall report to COR all incidents of criminal and/or suspicious activity observed by their employees on or adjacent to the construction site.

(j) Reclamation reserves the right to change or modify security requirements as mandated by the Office of Homeland Security and/or as deemed necessary by Reclamation security staff.

(k) Any violations of Reclamation security requirements and/or restrictions may result in Reclamation denying the contractor personnel access to the worksite.

(l) Cost. Include cost incurred for General Security Requirements in prices offered in the schedule for other items of work. In the event Reclamation changes or modifies these requirements after the contract is in place, increased Contractor costs will be paid for under the Contract Change Clause.

(m) Contractor shall notify Contracting Officer's Representative at least 24 hours in advance of any material delivery to worksite. Material may only be delivered to areas approved by COR.

(End of Clause)

I – CONTRACT CLAUSES

I.1	DOI- AAAP- 0005, v01	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	JAN 2015
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(a) Definitions. As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provideduplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
(End of clause)

L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1	WBR 1452.211- 80	NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES -- BUREAU OF RECLAMATION	MAR 1993
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(a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.

(b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).

(1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.

(2) The Trade Act establishes September 30, 1992 as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.

(3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.

(4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.
(End of provision)

L.2	WBR 1452.222- 80	NOTICE OF APPLICABILITY – COOPERATION WITH AUTHORITIES AND REMEDIES – CHILD LABOR - BUREAU OF RECLAMATION	JAN 2004
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(a) The clause at FAR 52.222-19, Child Labor, Cooperation with Authorities and Remedies, does not apply to Bureau of Reclamation acquisitions to the extent that the contractor is supplying end products mined, produced, or manufactured in

(1) Canada, and the anticipated value of the acquisition is \$175,000 or more; and

(2) Israel, and the anticipated value of the acquisition is \$175,000 or more.

(b) Nonapplicability thresholds for other countries are the same as listed in the FAR clause.

(End of clause)

L.3	WBR 1452.222-	EMPLOYMENT VERIFICATION	
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SOLICITATION NO. R17PS00722	GAS DETECTION EQUIPMENT MAINTENANCE	Page L-2
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It is the contractor's responsibility to verify employment of its employees. FAR 9.406(b)(2) Causes for Debarment, specifically states, based on a determination by the Secretary of Homeland Security or the Attorney General of the United States, any contractor not in compliance with the INA is a cause for debarment. (End of Provision)

M - EVALUATION FACTORS FOR AWARD

M.1	WBR 1452.225- 82	NOTICE OF WORLD TRADE ORGANIZATION GOVERNMENT PROCUREMENT AGREEMENT EVALUATIONS -- BUREAU OF RECLAMATION	MAY 2005
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In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, FAR Subpart 25.4, World Trade Organization Government Procurement Agreement, applies to Bureau of Reclamation acquisitions. In order to apply trade agreements unique to Reclamation, the contracting officer will (irrespective of any other provision or clause of this solicitation) evaluate acquisitions at or above the dollar thresholds listed in FAR 25.402(b) without regard to the restrictions of the Buy American Act.
(End of provision)

M.2		BASIS FOR AWARD	DEC 1998
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(a) The (purchase or delivery) order will be awarded to that responsible offeror whose offer conforms to the essential requirements of the solicitation and is the most advantageous price to the Government.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) In accordance with FAR 9.105-1, the Contracting Officer may request an offeror to provide detailed information relating to its responsibility and, as necessary, to the responsibility of its proposed subcontractors. The Contracting Officer expressly reserves the right to reject the offer of any offeror determines to be nonresponsible.
(End of provision)